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Attorneys for Plaintiff VALERIE WILLIAMS, on behalf of herself and all others
similarly situated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

VALERIE WILLIAMS, an individual,
on behalf of herself and all others
similarly situated,

Plaintiff,

v.

THE HERTZ CORPORATION, a
Delaware corporation, DOLLAR-
THRIFTY AUTOMOTIVE GROUP, a
Delaware corporation and DOES 1
through 10, inclusive,

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR

- 1) Unpaid Earned Bonus Pay (Lab.
Code, § 201, 204, 206)
- 2) Failure to Timely Pay Wages Due
at Termination (Lab. Code, § 203)
- 3) Failure to Provide Itemized Wage
Statements
- 4) Violations of the Private Attorneys
General Act of 2004 ("PAGA")
(Lab. Code § 2698, et seq.)
- 5) Violations of the Unfair
Competition Law (Bus. & Prof.
Code §§ 17200-17208)

DEMAND FOR JURY TRIAL

Plaintiff VALERIE WILLIAMS ("Plaintiff"), by and through her attorneys,
brings this action on behalf of herself and all other persons currently or formerly
employed by THE HERTZ CORPORATION, a Delaware corporation, DOLLAR-

1 THRIFTY AUTOMOTIVE GROUP, a Delaware corporation and DOES 1 through 10,
2 inclusive (hereinafter “Defendants”). Plaintiff hereby alleges, on information and
3 belief, except for information based on personal knowledge, which allegations are
4 likely to have evidentiary support after further investigation and discovery, as follows:
5

6 **I.**

7 **INTRODUCTION**

8
9 1. In November 2012 Hertz Corporation (“Hertz”) purchased Dollar-Thrifty
10 Car Rental (“Dollar-Thrifty”) (collectively “Defendants”). Thereafter, Hertz assumed
11 responsibility, with Dollar-Thrifty, for all Dollar-Thrifty personnel matters, including
12 the legal duty to pay all Dollar-Thrifty workers on time and accurately.
13

14 2. Soon after the purchase of Dollar-Thrifty by Hertz, Hertz failed to timely
15 and accurately pay Dollar-Thrifty managers in California all compensable wages,
16 specifically including earned bonuses. Hertz and Dollar Thrifty violated their bonus
17 policy, and California law, in the third and fourth quarters of 2013, and in the first
18 quarter of 2014 by, among other things, paying late, paying less than what was owed
19 and in some cases, outright failing to pay Dollar-Thrifty Car Rental Managers earned
20 bonuses these managers were owed and on which these managers relied upon.
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23 3. This case is brought on behalf of Hertz and Dollar-Thrifty managers who
24 were not properly paid bonuses which these managers earned and rely upon. The
25 proposed Plaintiff Class consists of all Hertz and Dollar-Thrifty Managers, including
26 City Managers, Station Managers, Location Managers, Operations Managers,
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1 Maintenance Managers, and Fleet Managers, employed by Defendants in California in
2 the last four years.

3
4 **II.**
JURISDICTION AND VENUE

5
6 4. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2). The
7 matter in controversy, exclusive of interest and costs, exceeds the sum or value of
8 \$5,000,000 and is a class action in which some of the members of the class of plaintiffs
9 are citizens of states different from Defendants. Further, greater than two-thirds of the
10 class members reside in states other than the state in which defendant is a citizen.

11
12 5. Venue is proper in this Court pursuant to 28 U.S.C. §1391 in that many of
13 the acts and transactions giving rise to this action occurred in this district.

14
15 **III.**
THE PARTIES

16
17 **A. The Plaintiff**

18
19 6. Plaintiff VALERIE WILLIAMS is a resident of the State of California. At
20 all relevant times herein, Plaintiff was employed by Defendants as a City Manager
21 working out of Defendants' Oakland office. Plaintiff has been employed by Dollar-
22 Thrifty for over 25 years.

23
24 **B. The Defendants**

25
26 7. Defendant, THE HERTZ CORPORATION is a Delaware corporation
27 headquartered at 10450 Corkscrew Commons Drive, Estero, Florida 33928 and is
28 engaged in business in San Francisco County and throughout California.

9. Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 10, but is informed and believes, and based thereon alleges, that said Defendants are legally responsible for the wrongful conduct alleged herein, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

9. Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 10, but is informed and believes, and based thereon alleges, that said Defendants are legally responsible for the wrongful conduct alleged herein, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

IV. GENERAL ALLEGATIONS

10. During all, or a portion of, the Class Period, Plaintiff and each member of the Plaintiff Class were employed by Defendants in the State of California. Plaintiff suffered damages, wage loss and legally cognizable harm due to Defendants' policies and practices, and has standing to bring this case individually and as a representative for other similarly impacted employees.

11. Plaintiff has worked for Dollar-Thrifty for over 25 years. Plaintiff is currently a City Manager for at the Oakland Airport Thrifty Car Rental. Plaintiff has held this position for a year and a half.

12. Dollar-Thrifty was purchased by Hertz Corporation in November 2012 for \$2.3 billion dollars. Plaintiff alleges that from May of 2013 through the present, Hertz

1 and Dollar-Thrifty have been responsible for timely and accurately paying quarterly
2 and year ending bonuses, which Defendants call “Field Management Incentive
3 Payment,” to managers in California employed by Hertz and Dollar-Thrifty.
4

5 13. Plaintiff alleges on information and belief that she and many others who
6 work as managers for Defendants were not timely and / or accurately paid earned
7 bonus pay and in the third and fourth quarters of 2013, and in the first quarter of 2014,
8 and potentially at other times during the liability period.
9

10 14. Instead, Defendants failed to, or neglected to, timely and /or accurately pay
11 Plaintiff and the proposed class earned bonuses and other wages and penalties related
12 to said failure / neglect.
13

14 15. Plaintiff and the class she seeks to represent have suffered damages as a
15 result of Defendants’ failure and/or neglect in timely and accurately paying earned
16 bonuses in 2013 and 2014 to Hertz and Dollar-Thrifty managers.
17

18 **V.**

19 **CLASS ACTION ALLEGATIONS**

20 16. Plaintiff brings this action on behalf of herself and all other similarly
21 situated persons as a class action pursuant to California Code of Civil Procedure
22 section 382. Plaintiff seeks to represent a Class composed of and defined as follows:
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1 All current and former managers, including City Managers,
2 Station Managers, Location Managers, Operations Managers,
3 Maintenance Managers, and Fleet Managers, employed by The
4 Hertz Corporation and/or Dollar Thrifty Automotive Group in the
5 State of California at any time beginning four years prior to the
filing of this Complaint to the commencement of trial in this
action.

6 17. This action has been brought and may be properly maintained as a class
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8 action under the provisions of Federal Rules of Civil Procedure, Rule 23 because there
9 is a well-defined community of interest in the litigation and the proposed Class is
10 easily ascertainable.

11
12 **A. Numerosity**

13 18. The members of the Class are so numerous that individual joinder of all of
14 them as Plaintiffs is impracticable. While the exact number of the Class members is
15 unknown to Plaintiff at this time, Plaintiff is informed and believes, and based thereon
16 alleges, that there are more than 100 Class members, who, at all relevant times, were
17 employed in the State of California.
18
19

20 **B. Commonality**

21 19. There are questions of law and fact common to the Class that predominate
22 over any questions affecting only individual Class Members.
23

24 **C. Typicality**

25 20. The claims of the named Plaintiff are typical of the claims of the Class.
26
27 Plaintiff and all members of the Class and subclasses sustained injuries and damages
28

1 arising out of and caused by the Defendant's common course of conduct in violation of
2 laws, regulations that have the force and effect of law, and statutes as alleged.

3
4 **D. Adequacy of Representation**

5 21. Plaintiff will fairly and adequately represent and protect the interests of the
6 members of the Class. Plaintiff has agreed to represent the proposed class and act as a
7 fiduciary for their interests in addition to her own. Plaintiff is aggrieved in a similar
8 manner as the proposed classes and subclasses, with the only variation being the
9 amount of loss and damage suffered by individual employees as a result of Defendants'
10 common, uniform and systematic practice. Counsel who represents Plaintiff is
11 competent and experienced in litigating large employment class actions.
12

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14 **E. Superiority of Class Action**

15 22. A class action is superior to other available means for the fair and efficient
16 adjudication of this controversy. Individual joinder of all Class Members is not
17 practicable, and questions of law and fact common to the Class predominate over
18 questions affecting only individual Class members. Each Class member has been
19 damaged and is entitled to recovery by reason of Defendants' illegal policy and/or
20 practice of failing to pay or timely pay earned bonuses. A Class action will allow those
21 similarly situated to litigate their claims in the most efficient and economical manner
22 for the parties and the judicial system. Plaintiff is unaware of any difficulties that are
23 likely to be encountered in the management of this action that would preclude its
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1 maintenance as a class action.

2 **VI.**

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **Failure to Pay Earned Bonuses and Other Wages**

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7 23. Plaintiff incorporates by reference and re-alleges each and every allegation
8 contained in paragraphs 1 through 22 above as though fully set forth herein.

9 24. Plaintiff alleges Defendants are responsible for timely and accurately paying
10 earned bonus pay its managers.
11

12 25. Defendants did not pay earned bonuses to Plaintiff and the proposed class in
13 2013 and 2014.

14 26. Defendants' actions in this regard have harmed Plaintiff and the proposed
15 class, entitling Plaintiff and the proposed class to unpaid bonuses, penalties, interest and
16 other related damages.
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18 **SECOND CAUSE OF ACTION**

19 **Failure to Timely Pay Wages Due At Termination**

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21 27. Plaintiff incorporates by reference and re-alleges each and every allegation
22 contained in paragraphs 1 through 26 above as though fully set forth herein.

23 28. California Labor Code section 203 provides that if an employer willfully
24 fails to timely pay wages, the employer must continue to pay the subject employee's
25 wages until the back wages are paid in full or an action is commenced, up to a
26 maximum of thirty days of wages.
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1 29. Each proposed class member who ceased employment with Defendants are
2 entitled to unpaid compensation, but to date have not received such compensation.

3 30. More than thirty days have passed since said proposed class members left
4 Defendants' employment.
5

6 31. As a consequence of Defendants' willful conduct in not paying
7 compensation for all hours worked, the California Class Members whose employment
8 ended during the class period are entitled to thirty days' wages under Labor Code
9 section 203, together with interest thereon and attorney's fees and costs.
10

11 **THIRD CAUSE OF ACTION**
12 **Failure to Provide Itemized Employee Wage Statements**

13 32. Plaintiff incorporates by reference and re-alleges each and every allegation
14 contained in paragraphs 1 through 31 above as though fully set forth herein.
15

16 33. Defendants knowingly and intentionally failed to provide timely, accurate,
17 itemized wage statements including, *inter alia*, quarterly and year-end bonus pay, to
18 Plaintiff and Wage Statement Subclass members in accordance with Labor Code
19 section 226(a) and applicable IWC Wage Orders. Such failure caused injury to
20 Plaintiff and the proposed class, by, among other things, impeding them from knowing
21 the amount of wages to which they are and were lawfully entitled and under-reporting
22 wages and hours for which pay was due and owing. At all times relevant herein,
23 Defendants have failed to maintain appropriate records of hours worked by the
24 Plaintiff and the proposed class as required under Labor Code section 1174(d).
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28 34. Plaintiff and the proposed class are entitled to seek injunctive relief

1 requiring Defendant to comply with Labor Code sections 226(a) and 1174(d), and
2 further seek the amount provided under Labor Code sections 226(e) and 1174.5,
3 including the greater of all actual damages or fifty dollars (\$50) for the initial pay
4 period in which a violation occurs and one hundred dollars (\$100) per employee for
5 each violation in a subsequent pay period.
6

7
8 **FOURTH CAUSE OF ACTION**
9 **Violation of the Private Attorneys General Act of 2004 (“PAGA”)**

10 35. Plaintiff incorporates by reference and re-alleges each and every allegation
11 contained in paragraphs 1 through 34 above as though fully set forth herein.

12 36. Plaintiff, by virtue of her employment with Defendants, and the
13 Defendants’ failure to pay all compensable wages for time worked, is an aggrieved
14 employee with standing to bring an action under the Private Attorneys General Act
15 (PAGA). Plaintiff has satisfied all prerequisites to serve as representative of the
16 general public to enforce California’s labor laws, including without limitation, the
17 penalty provisions identified in Labor Code section 2699.5. Because the LWDA took
18 no steps within the time period required to intervene and Defendants took no corrective
19 action to remedy the allegations set forth above, Plaintiff, as representative of the
20 people of the State of California, will seek any and all penalties otherwise capable of
21 being collected by the Labor Commission and/or the Department of Labor Standards
22 and Enforcement (DLSE). This includes each of the following, as set forth in Labor
23 Code section 2699.5, which provides that section 2699.3(a) applied to any alleged
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violation of the following provisions: Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223 and 224, subdivision (s) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivision (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.40, and 1700.74, paragraphs (1), (2), and (3) of subdivision (a) and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

37. Plaintiff is informed and believes that Defendants have violated and continue to violate provisions of the California Labor Code and applicable Wage Order

1 related to the payment of all wages due at termination.

2 38. Plaintiff, as a personal representative of the general public, will and does
3 seek to recover any and all penalties for each and every violation shown to exists or to
4 have occurred during the one year period before Plaintiff filed Notice with the LWDA
5 of their intent to bring this action, in an amount according to proof, as to those
6 penalties that are otherwise only available to public agency enforcement actions.
7 Funds recovered will be distributed in accordance with PAGA, with at least 75% of the
8 penalties recovered being reimbursed to the State of California and the Labor
9 Workforce Development Agency (LWDA).
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13 **FIFTH CAUSE OF ACTION**
14 **Violation of the Unfair Competition Law**

15 39. Plaintiff incorporates by reference and re-alleges each and every allegation
16 contained in paragraphs 1 through 38 above as though fully set forth herein.
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18 40. Defendants' failure to pay all earned bonuses constitute unlawful activity,
19 acts and practices that are prohibited by Business and Professions Code sections
20 17200, *et seq.* The actions of Defendants described above constitute false, unfair,
21 fraudulent and deceptive business practices, within the meaning of Business and
22 Professions Code sections 17200, *et seq.* Defendant has violated multiple provisions
23 of California law and applicable regulations and Orders of the IWC that have the same
24 force and effect of a violation of law. This includes, without limitation California
25 Labor Code Sections 201-203, 226.7, 512, 1194, and 2802 which serve as statutory
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1 predicates for which restitution is owed by Defendant, as well as Wage Order 16-2001,
2 Section 1-2, and applicable regulations of the California Code of Regulations that
3 relate to record keeping, overtime pay calculations, and failure to properly account for
4 and pay for travel time that is unrelated to normal commute time.
5

6 41. Plaintiff is entitled to restitution and other equitable relief against such
7 unlawful practices in order to prevent future damage, for which there is no adequate
8 remedy at law, and to avoid a multiplicity of lawsuits.
9

10 42. As a result of these unlawful acts, Defendants have reaped and continue to
11 reap unfair benefits and illegal profits at the expense of Plaintiff and the proposed
12 Class and the proposed Subclasses he seeks to represent. Defendants should make
13 restitution for these ill-gotten gains to restore to Plaintiff and the members of the UCL
14 Subclass the wrongfully under-reimbursed amounts, underpaid wages and overtime
15 pursuant to Business and Professions Code section 17203 and specific performance of
16 payment of penalties ordered under Business and Professions Code section 17202.
17
18

19 43. Plaintiff is informed and believes, and based thereon alleges, that
20 Defendants are unjustly enriched through the acts described above and that he and the
21 proposed Class have and continue to suffer irreparable prejudice by Defendants' unfair
22 practices. Further, by engaging in such activities, Defendants are illegally operating at
23 an advantage to other law abiding employers in the State of California and underpaying
24 payroll and other applicable taxes that are collected by the State and local
25 governmental entities in California.
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44. The illegal conduct alleged herein is continuing, and there is no indication that Defendants will not continue such activity into the future. Plaintiff alleges that Defendants will continue to fail to pay all hourly and overtime wages, appropriate overtime rates of pay for shifts where overtime is clearly worked, fail to pay all wages due at termination, and fail to pay and avoid paying appropriate taxes, insurance, and unemployment withholdings.

VII.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff VALERIE WILLIAMS, on behalf of herself and all members of the proposed Plaintiff Class and subclasses she seeks to represent, prays for relief as follows:

A. Certification of this action as a class action on behalf of the proposed class;

B. For an order certifying that action be maintained as a class action pursuant to Federal Rules of Procedure, Rule 23;

C. Designation of Named Plaintiff as Class Representative and Plaintiff's attorneys as Counsel for the Class;

D. A declaratory judgment that the practices complained of herein are unlawful under appropriate state law;

E. All appropriate state statutory penalties;

F. An award of compensatory and liquidated damages pursuant to Labor Code section 1194.2, and restitution to be paid by Defendants according to proof;

1 section 1194.2, and restitution to be paid by Defendants according to proof;

2 G. Pre-Judgment and Post-Judgment interest, as provided by law;

3 H. Such other equitable relief as the Court may deem just and proper; and

4 I. Attorneys' fees and costs of suit, including expert fees and fees pursuant to
5 California Labor Code sections 1194, California Code of Civil Procedure
6 sections 1021.5, and other applicable state laws.
7

8 J. For an order that Defendants make restitution to Plaintiff and the California
9 Class due to its unlawful business practices, including unlawfully-collected
10 compensation pursuant to California Business and Professions Code sections 17203
11 and 17204; and
12

13 K. Such other legal equitable relief as this Court deems necessary, just,
14 equitable and proper.
15

16
17
18 **HAMNER LAW OFFICES, APC**

19
20 Dated: August 11, 2014

21 By: 

22 Christopher J. Hamner, Esq.

23 Amy T. Wootton, Esq.

24 Counsel for Plaintiff VALERIE WILLIAMS
25 and all others similarly situated
26
27
28